

0042

Burlington County Judges of the Superior Court

and

1982 Burlington County Probation Collective Agreement

Burlington County Probation Officers Assoc.  
(Senior Probation Officers and Probation Officers)

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Institute of Management and  
Labor Relations

AUG 5 1982

RUTGERS UNIVERSITY

X January 1, 1982 - December 31, 1982

Article I - Agreement

This agreement is entered into this      day of  
1982 by and between the Assignment Judge for the Judges of the  
Superior Court of Burlington County, New Jersey, (hereinafter  
referred to as the Judges) and the Burlington County Probation  
Officers' Association (hereinafter referred to as Association).

Article II - Recognition

The Judges hereby recognize the Association as the sole  
and exclusive representative of Senior Probation Officers and Pro-  
bation Officers of the Burlington County Probation Department  
(hereinafter referred to collectively as probation officers) to  
negotiate matters relating to salaries and terms and conditions of  
employment pursuant to the provisions of N.J.S.A. 2A:168-1 et. seq.

The New Jersey Constitution, especially Article 6 as  
interpreted in Passaic County Probation Officers' Association v.  
The County of Passaic et. al.; statutes, court rules and case law  
provide for the involvement of the Chief Justice and the Supreme  
Court, the Administrative Director of the Courts and the Assign-  
ment Judge of the County through the Judges of the Superior Court  
and Chief Probation Officer in the administration of probation  
services. The parties hereby recognize and agree to respond and  
comply to the requests, promulgated standards and pronouncements  
of these aforementioned parties as they exercise their law rights.

Article III - Salaries

Section 1.

Retroactive to January 1, 1982 probation officer minimum  
and maximum salaries shall be as follows:

<u>Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Probation Officer	\$ 11,500	\$ 18,177
Senior Probation Officer	14,500	21,666

Section 2

Each probation officer employed by the probation depart-  
ment shall receive the following salary adjustments:

- (a) Retroactive to January 1, 1982 a 7% salary  
adjustment added to the officer's December 31,  
1981 pay for each officer listed on the payroll  
of the employer as of September 30, 1981 and  
who shall have continuous full-time employment  
up to and including the date of the signing of  
this agreement.

- (b) Effective July 1, 1982 a \$500 salary adjustment added to the officer's June 30, 1982 base pay for each officer listed on the payroll of the employer as of December 31, 1981.

#### Article IV - Promotions

Promotions from the rank of probation officer to the rank of senior probation officer shall occur only when there is an essential change of duties and/or responsibilities. Any officer receiving such a promotion shall receive at least the amount of the increment provided in Article III. Any probation officer who is given an essential change of duties involving increased responsibilities and retain the same title shall upon the recommendation of the Chief Probation Officer receive the amount of one increment.

Promotion from Senior Probation Officer to Principal Probation Officer II shall be administered as above.

#### Article V - Supper Allowance

Probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a supper allowance of \$6.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

#### Article VI - Longevity

Probation officers shall receive longevity payments as are granted to Burlington County employees generally. If during the period covered by this agreement, the County grants to its employees generally any increase in longevity payments such increase shall simultaneously be awarded to probation officers.

#### Article VII - Cash Educational Award

##### Section 1

Probation officers who have, or who shall hereinafter obtain a Masters Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an award of six hundred dollars (\$600), added to the officer's base pay after submission of evidence of such attainment to the Chief Probation Officer.

Section 2

The decision of the Chief Probation Officer and the Judges as to the fields of study under this Article shall be final and not subject to further appeal.

Section 3

Any probation officer enrolling in a graduate degree program on or after September 1, 1977 shall notify the Chief Probation Officer, in writing, of the degree program being pursued and, if appropriate, secure advanced written approval of the course of study before being eligible for the cash award.

## Article VIII Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), probation officers of the Burlington County Probation Department shall receive the same vacation credits as are provided generally to other employees of the county. If during the term of this agreement the county grants to its employees generally any increase in vacation credits such increase shall simultaneously be awarded to -- probation officers.

Section 2

Probation officers shall receive 3 days personal leave per annum for personal business upon receiving permission from the Chief Probation Officer. Newly hired probation officers shall be accorded one personal leave day for each four months of service in the first calendar year of employment. Personal leave as distinct from vacation credit must be used in the year in which it is granted or it will be forfeited. In the event of retirement or termination, deductions will be made from the final pay of the probation officer for used but unearned personal leave. Probation officers shall provide the Chief Probation Officer or his designated representative with at least one day's notice of the intent to use a personal leave day. Personal leave days may not be used in conjunction with holidays and vacation leave, or during the month of December without special permission of the Chief Probation Officer.

Section 3

Permanent employees in the County service who shall have completed their working test periods will be granted leave during the time prior to the expected date of delivery and for six weeks after the actual date of delivery on presentation of a doctor's certificate and on approval of the Department Head. Additional time beyond the six weeks' period may be granted upon presentation of a doctor's certificate setting forth the necessity therefor. Earned and accumulated sick leave and earned and accumulated vacation leave may be used for maternity leave.

## Article IX - Holidays

### Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st . . . . .	New Year's Day
January 15th. . . . .	Martin Luther King's Birthday
February 12th . . . . .	Lincoln's Birthday
3rd Monday in February . . . . .	Washington's Birthday
Last Monday in May. . . . .	Memorial Day
July 4th. . . . .	Independence Day
1st Monday in September. . . . .	Labor Day
2nd Monday in October. . . . .	Columbus Day
November 11th . . . . .	Armistice or Veteran's Day
4th Thursday in November . . . . .	Thanksgiving Day
December 25th . . . . .	Christmas Day
Good Friday and General Election Day.	

### Section 2

If any probation officer is required to work on a legal holiday or other day off granted by the judiciary, the officer shall be granted an equivalent amount of time off.

### Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday when approved by the judiciary.

## Article X - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Burlington County employees generally. These benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan and a dental insurance plan. If during the term of this agreement, the county grants to its employees generally any additional health and welfare benefits, such as an optical or drug plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

## Article XI - Meetings

A meeting of the Chief Probation Officer, the Executive Committee of the Association and the Liaison Judge may be held at the request of any of the parties, when permitted in the schedule of the Liaison Judge.

## Article XII - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions effecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

### Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

Step 3 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following two options for a final determination of the grievance:

- a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case;
- b) He may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court

Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

#### Article XIII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations, or directives of the Chief Justice, Supreme Court of New Jersey, or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

#### Article XIV - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by mutual consent and upon the happening of some unforeseen event.

#### Article XV - Duration of Contract

##### Section 1

The provisions of this agreement shall be retroactive to January 1, 1982 and shall remain in full force and effect until December 31, 1982. By mutual concurrence of the parties, they may be continued for an additional time period.

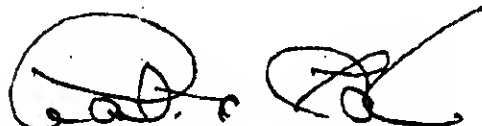
##### Section 2

A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1982.

1982 Burlington County Association Collective Agreement

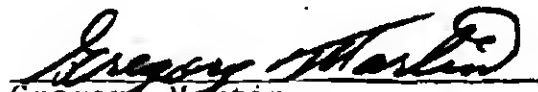
In witness of this agreement, the parties to it have  
affixed their signatures this 13<sup>th</sup> day of MAY 1982.

FOR THE JUDGES

  
Martin L. Haines, AJSC

FOR THE ASSOCIATION

  
Kathleen Riker

  
Gregory Martin

  
William Luckenbill

  
Bruce Atkinson